# Woodbury County Secondary Roads Department /

COUNTY ENGINEER

3 2/13/18

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@sieux-city.org

## ASSISTANT TO THE COUNTY ENGINEER Benjamin T. Kusler, E.I.T. bkusler@sioux-city.org

SECHETARY
Tish Brice
Brice@sloux-city.org

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT
PERMIT & AGREEMENT TO PERFORM WORK WITHIN WOODBURY COUNTY RIGHT OF WAY
W/ Jon Nelson
Name of Permittee: Siearcy Velo / Don Ne 304 Phone No.: 712.389.2209
Mailing Address 866 Brooks, La Drive Jefferson , SU 57038
Township: Grange + Floyd Routes: D54, D25, D38, + K64
Woodbury County, State of Iowa, and Sioux City Velo (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:
1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:  April 14, 2018 even
Proposed bicycle race on above captioned routes. Start
finish line and race attendents will be on route. Traffic
control assistance by Woodbury Country Sheriff's Office.

- In consideration of Woodbury County granting said permission and consent, the property owner, organization or authorized representative hereby promises and agrees to the following:
- A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent property owners.
- B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.
- C. In placing any drainage structure, no natural drainage course will be altered or blocked.
- D. The finished project shall be left in a satisfactory condition subject to the approval of the County Engineer. The traveled portion of the roadway shall not be damaged or disturbed. The property owner, organization or authorized representative assumes all liability and agrees to reimburse Woodbury County for any damage to the roadway or dich caused by placement of this structure. Permittee is to call County Engineer for upon completion for final inspection.
- E. The property owner, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

- F. Woodbury County will not assume any of the cost of the construction of the said improvement or structure nor will Woodbury County assume any future costs for maintenance or replacement of said improvement or structure. If in the best interest of Woodbury County, the said improvement or structure may be removed by the County, or may be caused to be removed, without any obligation by Woodbury County to pay damages or cost of replacement.
- G. Property owner, organization or authorized representative will reseed and mulch the disturbed areas. Property owner, organization or authorized representative will be responsible for seed, mulch, and labor unless otherwise provided in section L.
- H. The property owner, organization, or authorized representative hereby agrees to hold Woodbury County and the Woodbury County Secondary Road Department, its employees and agents harmless against any and all claims for damages and personal injury arising out of work performed or actions taken by the applicant related to the construction or maintenance of the facility. The applicant further agrees to reimburse the County or the Department for any expenditures that the County or Department may have to make on said highway rights of way on account of said applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also save Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair or maintenance operations, or other activities.
- I. FAILURE TO CONFORM TO OR TO ACQUIRE A PERMIT IS A VIOLATION OF SECTION 318.8, 2009 CODE OF IOWA. This permit is subject to any laws now in effect or any laws that may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies. This permit is subject to all the rules and regulations of Woodbury County and the Woodbury County Secondary Road Department.
- J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.
- K. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described as follows:

Ĺ	Woodbury County agrees to provide the following contribution toward completion of this project:
	All work done by property owner, organization or anthorized representative pursuant to this agreement shall be eted prior to the /544 day of April, 2018.  d into this /344 day of February, 2018.
	1) - Le Sidux City Uelo not Property Owner or Authorized Representative
	Mark J. Male  To County Engineer  To County En

MRODRIGUEZ

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## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 02/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

If SUBROGATION IS WAIVED, subject to the terms and condition this certificate does not confer rights to the certificate holder in lieu	ons of the poli	cy, certain orsement(s)	policies may	require an er				
PRODUCER	CONTACT	CONTACT Fairly Group Certificates						
Fairly Consulting Group, LLC								
1800 S. Washington, Suite 400 Amarillo, TX 79102	E-MAIL ADDRESS	s: certs@fa	irlygroup.c	com	, ( , , -			
,	7,25,120,			RDING COVERAGE			NAIC#	
	INSURER	INSURER A: Lexington Insurance Company				19437		
INSURED		INSURER B :						
USA Cycling, Inc.		INSURER C:						
210 USA Cycling Point, Suite 100		INSURER D :						
Colorado Springs, CO 80919		INSURER E :						
		INSURER F:						
COVERAGES CERTIFICATE NUMBER:				REVISION N	IMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONCERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE A EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY	NDITION OF AN AFFORDED BY 'HAVE BEEN RE	IY CONTRAC THE POLICI EDUCED BY	CT OR OTHER ES DESCRIB PAID CLAIMS.	RED NAMED AB R DOCUMENT V ED HEREIN IS	OVE FOR T	ECTITO	WHICH THIS	
INSR TYPE OF INSURANCE ADDL SUBR LTR TYPE OF INSURANCE INSD WVD POLICY NUM	IBER (	POLICY EFF MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s		
A X COMMERCIAL GENERAL LIABILITY				EACH OCCURRE	NCE	\$	1,000,000	
CLAIMS-MADE X OCCUR X 015375404	'	12/31/2017	12/31/2018	DAMAGE TO REP PREMISES (Ea o	rTED currence)	\$	1,000,000	
				MED EXP (Any or	e person)	\$	Excluded	
				PERSONAL & AD	V INJURY	\$	1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:	-			GENERAL AGGR	EGATE	\$	3,000,000	
POLICY PRO LOC  X OTHER: Per Event				PRODUCTS - CO	MP/OP AGG	\$ \$	2,000,000	
AUTOMOBILE LIABILITY				COMBINED SING (Ea accident)	LE LIMIT	\$		
ANY AUTO	İ			BODILY INJURY		\$		
OWNED SCHEDULED AUTOS ONLY AUTOS				BODILY INJURY		\$		
HIRED NON-OWNED AUTOS ONLY AUTOS ONLY			Ì	PROPERTY DAM (Per accident)		\$		
AUTOS ONLY AUTOS ONLY				(Fer accident)		\$		
UMBRELLA LIAB OCCUR				EACH OCCURRE	NCE	\$		
EXCESS LIAB CLAIMS-MADE	ļ			AGGREGATE	IYOL.	\$		
DED RETENTION\$		İ	}	AGGINEGATE		\$	•••	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				PER STATUTE	OTH- ER	Ψ		
	}			E.L. EACH ACCID	•	\$		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A)				E.L. DISEASE - E.			416/4 V - 3	
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - PO		\$	- WIANIF	
DESCRIPTION OF OPERATIONS SCIOW				E.L. DISEASE + FO	ALICT CIMIT	Ψ		
		İ						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks: Job 2018-787 Endorsement LEXDOC021 (LX0404) SCHEDULE OF NAMED INSUREDS: Loverage that all organizers/promoters for whom coverage is afforded uncafforded only for the specific event and date on the permit.  The General Liability policy includes a blanket automatic additional insure	Event Organize der this policy of ed endorsemen	ers and/or P execute a U t that provid	romoters are SAC Event Po les additiona	Named Insure ermit Applicati I insured statu	on and cov s to the ce	verage rtifica	will be	
when there is a written contract between a named insured and the certifica SEE ATTACHED ACORD 101								
CERTIFICATE HOLDER	CANCE	LLATION						
Woodbury County 620 Douglas Street	THE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Sioux City, IA 51101	AUTHORIZ	ED REPRESEN	ITATIVE	· · · · · · · · · · · · · · · · · · ·	<del></del>			
		1 Dung						

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LOC #: 1



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

Fairly Consulting Group, LLC		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919
SEE PAGE 1		
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

**ADDITIONAL REMARKS** 

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

(06/14) - Additional Insured - Designated Person or Organization.

Event Number: 2018-787 Event Name: Twin Bing Classic Event Location: Climbing Hill, IA Event Date(s): 04/15/2018

#### ENDORSEMENT # 006

This endorsement, effective 12:01 AM 12/31/2017

Forms a part of policy no.: 015375404

Issued to: USA CYCLING, INC.

By: LEXINGTON INSURANCE COMPANY

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

#### COMMERCIAL GENERAL LIABILITY POLICY

## **SCHEDULE**

Name of Additional Insured Person(s) or Organization(s)

AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In the performance of your ongoing operations; or
  - In connection with your premises owned by or rented to you. However:
  - The insurance afforded to such additional insured only applies to the extent permitted by law;
  - 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

LX4309 (06/14)	Includes Copyrighted Information of the Insurance Services	Page	1 of 2	
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**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

**Authorized Representative**